

Waterloo

Teamsters #238 (Mixed)

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ARTICLE I - RECOGNITION AND REPRESENTATION

1.01 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative of all City employees employed in those classifications as set forth in Public Employment Relations Board Certification Instrument (Case No. 18) issued by the P.E.R.B. and as amended by P.E.R.B. Certification Instrument (Case No. 2195) which unit is described in the Certification as follows:

INCLUDED: Clerical employees of Building Inspections, City Clerk/Finance, Engineering, Police, Fire, Waste Management Services and Central Garage.

EXCLUDED: All Secretaries who serve as personal secretaries to department heads, and all others excluded by Chapter 20.4 of the Code of Iowa.

1.02 - NON-DISCRIMINATION IN EMPLOYMENT

A. In General

Neither the City nor the Union shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, national origin or physical disability.

B. Union Activity

It is mutually agreed that neither party shall interfere with, intimidate, restrain, coerce or otherwise discriminate in violation of law against any employee in his/her right to join or assist, or refrain from joining or assisting, the Union.

1.03 - UNION STEWARDS - NUMBER AND DESIGNATION

The City recognizes the right of the Union to designate one (1) chief steward and three (3) alternate stewards one of whom shall be designated from the employees whose duties and authorities are hereinafter set forth. Such designation shall be sufficient if made in writing and delivered to the Human Resources Department of the City. Any changes in designation shall be promptly reported by the Union to the City, and shall not be effective until received by the Human Resources Department.

1.04 - UNION STEWARDS - AUTHORITY

The authority of the chief steward and alternate stewards, as designated by the Union, shall not exceed the following duties and activities:

A. Participation in Grievances

The investigation and presentation of grievances to the City, or its designated representative, in accordance with the provisions set forth in the Grievance Procedure; and

B. Communication

The transmission of messages and information which shall originate with, or be authorized by the local Union or its officers, provided the message and information is in written form, or if not in written form, is of a routine nature and does not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the business of the City.

These authorities, duties and activities of the stewards shall be exercised by the stewards in such a fashion so that the exercise thereof shall not effect or conflict with the stewards' work responsibilities for the City.

1.05 - CITY RECOGNITION OF LIMITATIONS ON STEWARD'S AUTHORITY

The City hereby recognizes the limitations set forth above on the authority of the chief steward and the alternate stewards, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing the limitations shall have the authority to impose proper discipline, including discharge, in the event that the chief steward or the alternate stewards, and other employees, have taken unauthorized action in violation of this Agreement.

1.06 - UNION NEGOTIATION TEAM

The Union shall designate the members of their negotiating team not to exceed a total of three (3) employees during those years when the entire contract is open for negotiation and not to exceed two (2) employees during those years when the entire contract is not open for negotiation. These employees shall be granted time off with pay to participate in negotiations. In addition, the Union reserves the right to have additional employees attend negotiation sessions. If additional employees are scheduled to attend contract negotiations, the negotiating session will be scheduled at times other than the additional employees' normal work hours to avoid cost to the City and a loss of wages to the employees.

1.07 - UNION BULLETIN BOARD

A bulletin board shall be provided by the City in each department where employees work, and at the Human Resources Department, where posting of Union meetings, social activities and other information may be displayed. No prior approval for posting of any items shall be required.

1.08 - UNION DUES - PAYROLL DEDUCTION

The City hereby agrees to deduct Union dues, fees, contributions and/or assessments from the wages of any employee covered by this Agreement, provided the City has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9 of the Code of Iowa. This written order shall be renewed from year to year, and for succeeding Collective Bargaining Agreements, unless the Union of the employee shall give a thirty (30) day written notice to the City of cancellation.

1.09 - UNION INDEMNITY FOR PAYROLL DEDUCTION

The Union hereby agrees, in consideration of the payroll deduction by the City, to indemnify and save the City harmless from any and all claims, suits or other forms of liability arising out of the deduction of money, for Union dues, from an employee's pay. The Union assumes full responsibility for the disposition of the money so deducted, once it has been turned over to the Secretary-Treasurer of the Teamsters Union Local No. 238. Initiation fees, dues, etc., shall be deducted on the first payday of each month and remitted ten (10) working days thereafter.

1.10 - TIME OFF FOR UNION FUNCTIONS

Union officers, stewards and committee persons shall be given time off without pay to attend regular Union meetings, conventions or functions where required upon giving the City at least three (3) days written notice. Union stewards shall be granted time off with pay during working hours to conduct Union business required of them; however, the stewards shall notify their immediate supervisor prior to leaving their work place and must carry out such duties without delay.

1.11 - UNION LEAVE

Employees who are elected or appointed to full time positions with a Local Union, upon written notice to the City, shall be granted a leave of absence without pay during the term of this office. The employee shall give the City at least fifteen (15) days written notice of their desire to again return to their former position with the City of Waterloo, and shall be placed on the job previously held with the same seniority standing held by them at the time they left said position, and further provided that said employee returns to City employment within fifteen (15) days from the date of termination of Union employment.

ARTICLE II - EMPLOYER RIGHTS

The City shall have, in addition to all powers, duties and rights established by Constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- A. Direct the work of its public employees;
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the City, subject to the provisions of Chapter 400 of the Code of Iowa and the duly adopted Civil Service Rules and Regulations of the City where applicable;
- C. Suspend or discharge public employees for proper cause;
- D. Maintain the efficiency of governmental operations;
- E. Relieve public employees from duties because of lack of work, or for other legitimate reasons;
- F. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted;
- G. Take such actions as may be necessary to carry out the mission of the City;
- H. Initiate, prepare, certify and administer its budget;
- I. Exercise all powers and duties granted to the City by law.

ARTICLE III - SENIORITY

3.01 - RECOGNITION

It is agreed by the City and the Union that the City shall and does hereby recognize seniority rights within the City as covered by this Contract, except as otherwise provided for in this Contract, Chapter 400 of the Code of Iowa, and/or the Civil Service Rules and Regulations of the City of Waterloo.

3.02 - TEMPORARY TO REGULAR EMPLOYEES

All full time temporary employees, who have continuous and unbroken employment with the City and are appointed from a Civil Service list to the same classification the employee held as a temporary employee, shall have their seniority revert to the original date of temporary appointment.

3.03 - UTILIZATION

For the purposes of vacation time, or a change of shift or schedule, seniority shall prevail, subject only to the employee's ability, within reason, to perform the same.

For the exercise of job rights, (e.g. shift selection, reduction in force, etc.), seniority shall mean an employee's uninterrupted continuous employment by the City within the applicable classification. In the event the affected employees have the same classification seniority, Citywide seniority will be the determining factor. In the event affected employees maintain both the same classification and Citywide seniority date, the determining factor will be the highest test score on the Civil Service Test.

3.04 - LISTING

A seniority, by classification and Citywide, listing shall be posted by the City on or before the first (1st) day of March of each succeeding year, and a copy thereof shall be sent to the Union.

ARTICLE IV - JOB OPENINGS, PROBATIONARY AND PART TIME EMPLOYEES

4.01 - PROBATIONARY EMPLOYEE - DEFINED

Each and every new employee hired by the City for positions represented by the Union, shall be considered to be on a probationary status for a period of one hundred twenty (120) days during which period of time the employee may be discharged within the sole discretion of the City, or its department head. If not discharged by the City at the end of the one hundred twenty (120) day period, or in the event that the probationary period shall not be extended by mutual agreement between the parties, the new employee shall become a regular employee, then to be assigned to the department and in the classification for which they were hired. Seniority of the new employee shall revert back to the date of hire following the completion of the probationary period. Further, benefits, insofar as eligibility is concerned, shall accrue from the date of hire, while utilization of benefits may be deferred as provided for in this Agreement.

4.02 - PROBATIONARY EMPLOYEES' PAY SCHEDULE

During an employee's probationary period of one hundred twenty (120) days, the City may compensate the probationary employee at a rate not to exceed One Dollar (\$1.00) per hour less than the classification in which they are working. During the probationary period the City shall evaluate the employee after each thirty (30) calendar day period and will increase the probationary employee's wage rate by twenty-five cents (.25) per thirty (30) day period if the evaluation reflects an overall satisfactory rating. In no event shall the reduction in compensation below the classification rate extend beyond the employee's one hundred and twenty (120) day probationary period, or such time as the probationary period may be extended by mutual agreement of the City of Waterloo and the designated bargaining representative.

4.03 - PROBATIONARY EMPLOYEE - EVALUATION

The City hereby agrees all probationary employees shall be evaluated by their supervisor(s), or their supervisor's designee(s), every thirty (30) days, during their probationary period. In the event the probationary period for an employee is extended by agreement of the parties, the evaluations shall continue to be made until the probationary period shall have been ended.

4.04 - PART TIME EMPLOYEES

A part time employee is an employee in a permanent position who works an average of twenty (20) or more, but less than forty (40) hours, per week when computed on an annual basis. The benefits for a part time employee, except for holiday pay and insurance, shall be a prorated percentage of those benefits accrued by a forty (40) hour per week employee, based on hours worked covered over one (1) year. Holiday pay will be equal to the number of hours the employee would have been scheduled to work if the observed holiday had not been a day off. Insurance benefits shall be provided for a permanent part time employee with the City paying for a single policy and the employee being given the option to purchase family coverage by contributing the per monthly cost difference between single and family coverage.

ARTICLE V - TRANSFER AND VOLUNTARY DEMOTION PROCEDURE

A vacant position, under this contract shall be posted for a period of five (5) calendar days in the appropriate departments. During this five (5) day period, an employee, covered by this bargaining agreement, may request a voluntary demotion or a lateral transfer within their department to a vacancy they have previously held. An employee requesting a transfer or demotion must notify the Human Resources Department during the five (5) calendar day period. The employee requesting the transfer or demotion must successfully pass an oral interview with the appropriate department head in order to fill the vacancy. The department head shall interview applicants utilizing the following criteria:

- A. Seniority
- B. Ability
- C. Experience
- D. Substantially similar position
- E. Performance in previous positions

An employee appointed to the position shall be given a sixty (60) calendar day trial period. During or at the end of the trial period, if the department head determines that an employee's performance has not been acceptable, the employee will rotate back to their previous position and the position will be filled from either an open or promotional Civil Service List. The employee shall have the right to transfer back to the position previously held during the sixty (60) calendar day trial period.

ARTICLE VI - REDUCTION IN FORCE

6.01 - REDUCTION AND BUMPING PROCEDURE

When reduction in force is necessary, for any reason, an employee who is given notice of layoff will be given the opportunity to replace the last hire in the affected classification or a lower classification, as provided in the Rules and Regulations of the Civil Service Commission of the City, and Chapter 400 of the Code of Iowa. In the event that affected employees have the same classification seniority, Citywide seniority will be the determining factor. In the event affected employees maintain both the same classification and Citywide seniority date, the determining factor will be the highest test score on the Civil Service test. In those classifications in which a lower classification does not exist, the employee may displace the least senior employee, regardless of shift, workdays or worksite in a classification in which they have previously worked for the City.

6.02 - NOTICE

The employee has ten (10) calendar days from their receipt of the layoff notice to notify the Human Resources Department of their intention to displace another employee. An employee who displaces another employee will have thirty (30) calendar days to demonstrate their ability to perform the work or be laid off.

6.03 - RECALL

An employee who is laid off shall be placed on the Preferred or Recall List for a period of three (3) years. When an employee is notified of the availability of the original, or a like position, he/she must accept the offer of reinstatement within seventy-two (72) hours, and report for work within fourteen (14) days, or forfeit any future opportunity for reinstatement. In the event of a forfeiture, the employee's name shall be removed from the Preferred or Recall List.

6.04 - PAYMENT ON LAYOFF DATE

Any employee who is laid off will receive payment for accrued vacation and personal days, and any other benefits, which may have accrued to them, within thirty (30) days of their layoff date.

6.05 - SICK LEAVE PAYOUT

Any employee who is not recalled at the end of their recall period as provided for in the Civil Service Rules and Regulations will receive a sick leave payout, should they qualify under Article XVI- Sick Leave, at the employee's hourly rate at the time of layoff, when they are removed from the Recall List.

6.06 - PAY ADJUSTMENT DUE TO REDUCTION IN FORCE

An employee who, by reason of seniority, bumps an employee in a lower classification, during a reduction in force, shall continue to receive their current wages until the wages for their new classification shall equal or exceed the current wage, the end of the current Collective Bargaining Agreement, or the end of the current wage re-opener, whichever shall first occur.

ARTICLE VII - AUTHORIZED DISCIPLINARY ACTION

7.01 - DISCIPLINARY POLICY

A progressive disciplinary policy, including the concept of just cause, shall be adopted by the City which policy and any amendments thereto shall be delivered to the Union and posted on the bulletin boards in each department where employees work, for thirty (30) days, before the policy is put into effect. Each employee shall be provided with a copy of the disciplinary policy.

7.02 - PRE-TERMINATION HEARING

As required by law, each employee who has completed their probationary period is entitled to a pre-termination hearing as provided in the disciplinary policy of the City. An employee may, however, refuse to participate or waive their right to a pre-termination hearing, which refusal or waiver must be reduced to written form.

7.03 - PRESENCE OF REPRESENTATIVE

The City agrees an employee, including a probationary employee, may be represented during any conference in which disciplinary action is contemplated, by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The

scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

7.04 - APPEAL

Any employee who has completed their probationary period who feels that they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article VIII - Grievance Procedure, of the Agreement.

ARTICLE VIII - GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties with respect to the processing and disposition of grievances.

8.01 - PURPOSE

It is hereby acknowledged by both parties that the purpose of the grievance procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of work activities of the parties or the employees, equitable solutions to the problems affecting the parties or members of the Bargaining Unit which may from time to time arise under this Agreement. Both parties hereto hereby agree these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

8.02 - DEFINITIONS

For purposes of this Article, the following terms shall have the following meanings:

- A. **Grievance** - a grievance is a claim presented by an employee(s) or the Union on behalf of an employee, alleging there has been a violation, misinterpretation or misapplication of a term or specific provision(s) of this Agreement. All matters except demotions, promotions and discharges will be handled through the provisions of this Agreement.
- B. **Grievant** - an employee, who has completed their probationary period, allegedly possesses a grievance and timely presents same in accordance with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article shall constitute a complete bar to further prosecution of the grievance.
- C. **Group Grievance** - a grievance involving more than one person may be filed as a group grievance, but need name only one of the affected grievants. The final resolve of a group grievance, however, shall be applicable to all affected parties.

8.03 - PROCEDURE

The procedure for processing a grievance shall be as follows:

- A. **Level One - Oral**
Within five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, an employee may initiate a grievance by verbally bringing the same to the attention of his/her departmental supervisor. This presentation by the employee shall be made during regular working hours so long as it does not unnecessarily interfere with or interrupt the employee's work activity. In any event, the presentation shall be made within forty-

eight (48) hours of the time notice is given by the employee to the departmental supervisor of the fact of the employee's grievance and the employee's intention to present it orally to the departmental supervisor. In the event the presentation cannot be entirely scheduled during regular working hours, the presentation, or a portion thereof, shall be held after the normal workday, and the employee shall be compensated at regular hourly rates for any time necessary to process the grievance after the conclusion of the normal workday. Should the employee so desire, a representative of the Union may be present during the time the grievance is being verbally presented to the employee's departmental supervisor. In the event informal discussion at the time the grievance is first orally presented shall fail to resolve the grievance to the satisfaction of the employee, then the grievance shall be eligible for consideration at the next level.

B. Level Two - Written

In the event the grievant wishes to pursue the grievance further, at the completion of Level One (1), the employee shall reduce the grievance to written form and present the written grievance to the departmental supervisor and Human Resources Department within ten (10) calendar days after the date on which the grievance occurred, or was discovered by the employee. The departmental supervisor shall answer the grievance so presented in written form by forwarding a copy of their decision to both the employee and the Union within five (5) calendar days following receipt of the written grievance from the employee. Failure of the departmental supervisor to respond in writing, as above provided, shall render the grievance eligible for consideration at the next level.

C. Level Three - Mayoral Appeal

Should the grievant wish to pursue the grievance further, after completion of Level Two (2), the employee(s) and/or representative(s) of the Union shall, within twenty (20) calendar days following the date on which the grievance occurred, or was discovered by the grievant, submit the grievance to the Mayor of the City of Waterloo, a copy of which shall be forwarded to the Human Resources Department of the City of Waterloo. The grievance shall be deemed sufficient in written form, dated and signed by the grievant. A copy of the written grievance form, previously submitted to the department supervisor shall be attached to the supervisor's written response and submitted to the Mayor. Following consideration, the Mayor shall, within five (5) calendar days after receipt of the grievance, respond in writing with his/her decision to the grievant, a copy of which written response shall be forwarded to the Union as well. Failure of the Mayor to respond as provided herein shall render the grievance eligible for advancement to the next level. Either party may elect to skip Level Three (3) of the grievance procedure and proceed to Level Four (4). In addition, upon agreement by both parties the grievance may be heard by an independent mediator from PERB either prior to an arbitration hearing as outlined in Level Four) or in place of an arbitration hearing as outlined in Level Four (4).

D. Level Four - Arbitration

In the event the grievance remains unresolved after completion of Level Three (3), the employee shall forward to the departmental supervisor written notice of his/her intention to proceed to arbitration. Such notice shall be forwarded to the Human Resources Department of the City within five (5) calendar days following the date of the decision by the Mayor, or the date on which the Mayor fails to timely respond with respect to the grievance. Upon receipt of the notice, the Mayor and the Union representative shall jointly advise the Public Employment Relations Board in Des Moines, Iowa, to submit a list of five (5) arbitrators from which the final arbitrator shall be selected. Upon receipt of the list of five (5) nominees from the Public

Employment Relations Board, the parties shall first determine by lot (coin flip) who shall strike the first name, and thereafter the parties shall proceed to alternately strike one name at a time from the list until only one name remains. The last name remaining shall be the nominee selected to be the arbitrator who shall resolve the grievance.

8.04 - MISCELLANEOUS PROVISIONS

A. Hearing and Decision

The arbitrator so selected shall be notified of his/her selection in writing by the Chief Executive Officer of the City and the Union representative. The arbitrator may confer with a representative of the City and the employees, or may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require attendance of witnesses and production of records to assist in making a decision. Such hearing shall be held promptly and the arbitrator shall issue his/her decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date upon which the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings and facts, along with his/her reasoning and the conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to both parties in such written form and shall be binding upon both parties.

B. Limitation on Arbitrator's Jurisdiction

The arbitrator, in his/her opinion, shall not amend, modify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the City and the employee (Union) and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

C. Costs

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs shall be borne and divided equally between the City and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the cost of replacing a witness-employee, if replacement is reasonably necessary, who shall appear before the arbitrator, which expense shall be borne by the party who shall call the witness.

D. Written Form

The form of grievance at Level Two (2) shall be submitted in written form. The writing shall include a brief factual description of the violation and a reference to the provision of this Agreement which has been allegedly violated, misinterpreted or misapplied. Forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if timely filed, in writing, containing the information required above.

E. Group Grievance

If the grievance affects more than one (1) employee of the City, or more than one (1) department, such grievance may be commenced at Level Two (2) of the foregoing procedures. In such event, and in order to be considered timely filed, the grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or was discovered by the employee(s). Thereafter, a group grievance shall follow the procedure set forth above.

- F. **Employee Representation**
An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employees, the Union shall be entitled to participate at any and all stages of the grievance procedure.
- G. **Privacy at Meetings and Hearings**
All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the City, aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.
- H. **Exclusive Remedy**
Should a grievant present the issue involved in a grievance to a forum other than designated in this Article, such presentation by the grievant shall relieve the City and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein. Further, it is understood and agreed that for those matters, which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.
- I. **Employee Rights**
Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.
- J. **Time Limit**
The time limit set forth in this Article may be extended only by mutual and written agreement by and between the City and the Union.

ARTICLE IX – LABOR/MANAGEMENT COMMITTEE

9.01 - PURPOSE & MEETINGS OF COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party regarding non-contractual items. The Committee shall meet, as needed, at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Labor-Management Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors.

9.02 - MEMBERSHIP OF THE COMMITTEE

The Committee shall be composed of the following:

- A. **For Management**
1. The Mayor, Co-Chairperson
 2. The Human Resources Director
 3. Two (2) representatives as may be designated by the City.
- B. **For Union**
1. Business Representative, Co-Chairperson

2. Chief Steward
3. Two (2) representatives as may be designated by the Union.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda and a list of those who will attend at least five (5) days in advance of the scheduled meeting date of the Committee. Further, after discussion of any issue at a Labor-Management Committee meeting, the parties may, but need not, amend their Bargaining Agreement.

If requested by either party, a facilitator, as selected by the parties or assigned by PERB or FMCS, shall assist the parties in the conduct of their Labor/Management Meeting.

ARTICLE X - WORK SCHEDULE

10.01 - WORK WEEK

The work week schedule shall be determined by the head of the department in relation to the workload and the need of each individual employee's service. Generally, except for shift employees, the work week shall be Monday through Friday. Any deviation shall be effective only if the employee receives written notice fourteen (14) calendar days in advance of the change, a copy of which shall be forwarded to the Union.

10.02 - WORK HOURS

The normal work week shall be composed of forty (40) hours of work per week averaged over a period of one (1) year. Any deviation shall be effective only if the employee receives written notice thereof fourteen (14) calendar days in advance of the change, a copy of which shall be forwarded to the Union.

10.03 - JOB SCHEDULE CHANGES

The City and the Union agree that in situations involving a job schedule change requiring notification, as provided for above, an Addendum to this Contract shall be attached covering the employees and the employees' particular jobs. An employee who shall refuse to accept a job change shall be subject to layoff and may exercise any rights they may have under the Civil Service Rules and Regulations of the City of Waterloo.

10.04 - REST BREAKS DURING A SHIFT

The employees shall be granted rest breaks during their shifts of work as follows:

- A. **Lunch Period**
All lunch periods shall be taken approximately in the middle of an employee's work shift and be unpaid, unless the employee shall be required to remain at or near, and immediately available to, their duty station.
- B. **Rest Periods**
Each employee shall be granted one (1) fifteen (15) minute period of rest approximately in the middle of each one-half (1/2) work shift.

10.05 - OVERTIME

The City agrees that time and one-half (1½) shall be paid for all hours worked on the first (1st) regularly scheduled consecutive day off, and all time worked in excess of eight (8) hours per day, or forty (40) hours per week. Double time shall be paid for all hours worked on the second (2nd) regularly scheduled day off, holidays and Sundays, unless the holiday or Sunday is a regularly scheduled workday.

If mutually agreeable, an employee may be reimbursed for overtime with compensatory time off with the actual hours off being calculated at the same rate as the overtime would have been calculated in dollars. An employee may accumulate no more than one hundred sixty (160) hours of overtime compensable as two hundred forty (240) hours of compensatory time. Compensatory time earned may be carried forward as long as it does not exceed the above formula. At the time of retirement or termination, accrued compensatory time shall be depleted by giving the employee the appropriate paid time off prior to the actual retirement and/or termination date. An employee on paid leave, to deplete compensatory time prior to their termination or retirement, shall continue to accrue regular benefits until the actual retirement or termination.

Requests for use of compensatory time may be denied if the use would cause the City to incur overtime cost to replace the employee making the request. Each year, in the second pay period in July, an employee may receive a cash payout of up to twenty-four (24) hours from their accumulated compensatory time. In order to receive a payout, the employee must make written request for payment on or before July 1st.

Except as outlined under Article 10.09, any occasion which could result in overtime for bargaining unit work shall result in members of the bargaining unit having the first opportunity to do such work and shall be paid overtime. Vacation time worked by temporary employees shall not be included in overtime. Interns shall work only when other employees are not normally scheduled. An intern is defined as an individual who is completing a practicum for credit or money prior to receiving his/her degree. A work study person may work the front counter under the direct supervision of a Police Officer and/or clerk in addition to the employee assigned to the front counter.

10.06 - RECALL

The City agrees that in any event regular employees are required to report for work, from time which is normally considered to be their time off, they shall receive not less than two (2) hours at time and a half (1 ½) for reporting to work. Temporary or part-time employees and reserve officers shall not be called unless regular employees are unavailable.

10.07 - RECLASSIFICATION & WORKING OUT OF CLASSIFICATION

The City agrees the hourly rate of regular full time employees shall not be reduced during the fiscal year, nor shall such employee be reclassified for purposes of defeating this Agreement; however, the City shall have the right to reclassify any employee by reason of physical or mental disability resulting in an inability to perform assigned duties. Further, when an employee substitutes in a higher classification in excess of one (1) day, the employee shall be entitled to be paid at the rate of pay for the higher classification for the time they actually worked in the higher classification. Finally, an employee who is reclassified to a lower paying classification, except in cases of disciplinary demotion, shall continue to receive their compensation at the previously agreed higher level for the duration of the reclassification until such time as the pay for the lower classification shall meet or exceed the employee's current wage, the end of the current Collective Bargaining Agreement year, or the end of the City's current fiscal year, whichever shall first occur. In cases of disciplinary demotion, the wages of the affected employee shall be immediately reduced to the level of the new classification.

10.08 - SHIFT DIFFERENTIAL

Employees shall be paid an additional sum per hour, as hereinafter provided, when regularly scheduled to work a full tour of duty during the following hours:

A. Second Shift

Employees who are required to commence their regular shift of work in the afternoon, and continue through the early evening, at or after 2:30 p.m. through 11:00 p.m., shall receive an extra twenty cents (.20) per hour for each hour worked, in addition to the regular hourly wage.

B. Third Shift

Employees who are required to commence their regular shift work in the evening, and continue through the early morning, at or after 10:30 p.m. through 7:00 a.m., shall receive an extra twenty-five cents (.25) per hour for each hour worked in addition to the regular hourly wage. The City agrees not to establish shifts and/or schedule shifts so as to avoid, or attempt to avoid, the payment of shift differential pay. Therefore, should the City establish an additional shift(s) in any department involving employees protected by this Agreement, shift differential pay shall be paid for the second and/or third consecutive (eight hour) shift, as is defined herein.

10.09 - CROSS/UTILIZATION - CLERICAL/SECRETARIAL FUNCTIONS

Members of this bargaining unit may temporarily be assigned, to perform clerical/secretarial functions as the need for such reassignments arises.

ARTICLE XI - WAGE SCHEDULE AND JOB CLASSIFICATIONS

11.01 - PAY FOR CLASSIFICATION

Rates of pay shall be listed on wage schedule Exhibit "A", attached to this Agreement.

11.02 - PAY PERIOD

Employees covered by this Agreement shall be paid on a biweekly basis for all hours for which they are entitled to compensation at their current applicable rate of pay. Payday shall normally be on the first (1st) Friday following the end of the biweekly pay period. If the payday falls on a holiday, payment shall be made on the preceding work day.

11.03 - TEMPORARY POSITIONS

In all instances where it becomes necessary to fill a budgeted position with a temporary employee, such position shall not be filled by temporary employees in excess of six (6) months unless otherwise mutually agreed to by the City and the Union.

ARTICLE XII - LONGEVITY

12.01(A) - LONGEVITY SCHEDULE FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1999

The following schedule shall govern and control the entitlement and payment of employees of the City for his/her accumulated years of service in the City's employment for those employees hired prior to July 1, 1999.

After three (3) years	\$ 20.00 per month
After six (6) years	\$ 40.00 per month
After nine (9) years	\$ 60.00 per month
After twelve (12) years	\$ 70.00 per month
After fifteen (15) years	\$ 80.00 per month
After eighteen (18) years	\$ 90.00 per month
After twenty-one (21) years	\$100.00 per month
After twenty-four (24) years	\$110.00 per month
After twenty-seven (27) years	\$120.00 per month
After thirty (30) years	\$130.00 per month

12.01(B) - LONGEVITY SCHEDULE FOR EMPLOYEES HIRED AFTER JULY 1, 1999

The following schedule shall govern and control the entitlement and payment of employees of the City for his/her accumulated years of service in the City's employment for employees hired after July 1, 1999.

After five (5) years	\$ 45.00 per month
After nine (9) years	\$ 60.00 per month
After twelve (12) years	\$ 70.00 per month
After fifteen (15) years	\$ 80.00 per month
After eighteen (18) years	\$ 90.00 per month
After twenty-one (21) years	\$100.00 per month
After twenty-four (24) years	\$110.00 per month
After twenty-seven (27) years	\$120.00 per month
After thirty (30) years	\$130.00 per month

During the term of this Agreement, the City agrees to maintain, at the minimum of the current contracted levels, all employees covered by the foregoing schedule.

12.02 - EFFECTIVE DATE

Longevity pay will be included in the employee's pay check which covers the period of time in which the anniversary date occurred, except for those pay dates that include the third (3rd) pay date of the month.

12.03 - COMPUTATION OF LONGEVITY

An employee shall not be entitled to receipt of longevity pay while on layoff, or an unpaid leave of absence or disciplinary action that results in an employee not receiving a paycheck at the end of a two (2) week pay period.

In addition, an employee shall not be given credit for purposes of entitlement for longevity while the employee is on layoff, or an unpaid leave of absence of thirty (30) calendar days or more.

ARTICLE XIII - HOLIDAYS

13.01 - HOLIDAYS RECOGNIZED

The following holidays shall be recognized:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Employee's Birthday
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day and the day before or after (at the discretion of the Mayor)
- Martin Luther King Jr., Birthday (3rd Monday of January)

13.02 - ELIGIBILITY

In order to be eligible for holiday pay, an employee must actually work their last scheduled work day before and their first scheduled work day after the holiday or be on an approved compensated leave. In the event of illness, the employee may be required to provide verification from a licensed medical provider that they were unable to work on the day(s) in question. This verification, if required, must be provided on the first (1st) day the employee returns to work.

13.03 - HOLIDAY PAY DURING VACATION

In the event a holiday falls within an employee's vacation period, he/she shall be granted an additional day's vacation, or be paid an additional eight (8) hours at his/her regular rate of pay in lieu thereof, at the option of the employee.

13.04 - HOLIDAY PAY DURING LAYOFF OR LEAVE OF ABSENCE

No Holiday Pay shall be given if the actual date on which the holiday is being celebrated occurs while an employee is on layoff, a non work related disability leave (outlined in Article 16.04) a work related injury leave of more than twelve (12) months, a disciplinary suspension or an unpaid leave of absence of thirty (30) consecutive calendar days.

13.05 - WORKING ON A HOLIDAY

An employee who is called in on a holiday or a regularly scheduled weekend, will be paid holiday pay plus overtime as indicated in Article X. When any holiday falls on Sunday, the following Monday will be observed as the holiday. When the holiday falls on Saturday, the preceding Friday will be observed as a holiday. However, an employee who wishes to take his/her birthday holiday on a date other than the actual birth date, shall be required to secure departmental approval. An employee cannot take his/her birthday holiday more than thirty (30) days prior to an employee's actual birth date and if an employee should terminate his/her employment with the City before his/her actual birth date and the time off has been granted, he/she shall compensate the City for those eight (8) hours used. An employee desiring to do so shall not be paid at his/her overtime rate for working on his/her actual birth date.

13.06 - EMPLOYEES WORKING ON EASTER

Employees regularly scheduled and required to work on Easter Sunday shall be compensated as follows:

- A. **Overtime Rate**
They shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all hours worked.
- B. **Shift Differential**
In addition, employees shall receive their shift differential, if applicable.
- C. **Holiday Pay**
In addition, employees shall be entitled to receive one (1) regular shift of pay at their regular hourly rate.

ARTICLE XIV - VACATION

14.01 - VACATION ELIGIBILITY & DURATION

In order to standardize vacation policy, all employees shall have their anniversary date, for purposes of accrual and usage of vacation, changed to January 1st. This shall be accomplished in the following manner: From the date of hire to December 31st of that employment year, the employee would receive no vacation time off. On January 1st following the date of hire, the employee would receive a prorated adjustment of hours from the schedule outlined below based on the following formula: The number of days remaining in the calendar year during which the individual was initially employed is divided by three hundred sixty-five (365) days in the year and that number multiplied by hours from the vacation schedule to establish the prorated accrued vacation to be taken during the calendar year following the date of hire. On the next January the employee would receive their normal vacation in accordance with the vacation schedule outlined below.

Completed Years of Eligible Service	Length of Vacation
After one (1) year	One (1) week
After two (2) years	Two (2) weeks
After six (6) years	Three (3) weeks
After thirteen (13) years	Four (4) weeks
After twenty (20) years	Five (5) weeks

Each year, preceding the beginning of the calendar year, the Personnel Department will issue a departmental vacation chart outlining accrued and usable vacation hours for the upcoming calendar year. To become eligible for vacation as set forth herein, the employee must be continuously employed with no break in employment for reasons such as layoff, leave of absence and/or disability. If a break in employment occurs, their eligibility date for pro-ration shall date from their date of return to full time employment with the City.

14.02 - COMPUTATION FOR ELIGIBILITY

The following absences, during a calendar year, shall not be considered as days worked for purposes of calculating vacation eligibility and accrual: layoff, non work related disability leave (outlined in Article 16.04), a work related injury leave of more than twelve (12) months, sick leave of more than ninety (90) days or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

14.03 - VACATION PAY

Regular straight time hourly rate for purposes of determining amount of vacation pay means the regular rate at the time of taking of vacation.

14.04 - UTILIZATION

All vacations earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of vacation. Any vacation carryover must be first approved by the department head, and must be used within the first four (4) months of the following year. Such employee shall have the option of either receiving a payout for accrued and unused vacation or carrying accrued vacation forward into the next calendar year.

14.05 - SCHEDULING

Seniority shall determine the time the employee may take his/her vacation. The employee shall file with the City no later than April 1st of each year, a preference for time the employee wishes to take his/her vacation. Such request shall be binding insofar as granting request by the City. The City will agree to change the vacation schedule of an employee only when notified at least two (2) weeks in advance and if the time requested does not conflict with the vacation schedule of another employee in the department who had his/her time chosen or the workload of the department. All changes to the vacation schedule will be agreed to in writing.

14.06 - VACATION BENEFITS ON RETIREMENT OR DEATH

In the event of retirement or death of an employee, the City will pay to the employee, his/her spouse or estate, all unused vacation prorated from the employee's vacation anniversary date to the date of retirement or death.

ARTICLE XV - PERSONAL DAYS

15.01 - PERSONAL DAYS EMPLOYEE ELIGIBILITY

Personal days shall be earned at the rate of one (1) day per full quarter worked and will be available for use in the following fiscal year. An employee may elect to receive pay for one (1) personal day each six (6) months in lieu of time off. The payment will be made during the month following each six (6) month period of the fiscal year (January and July). Upon termination or retirement, an employee shall be paid for all current and unused personal days. In addition, they shall receive a payout for personal days currently being earned to take in the following fiscal year. Such payout shall be prorated based on one (1) personal day being earned for each full quarter worked from the beginning of the fiscal year to the date of retirement or termination. The following absences during a fiscal year shall not be considered as days worked for purposes of calculating eligibility for personal days: layoff, non work related disability leave outlined in Article 16.04, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

15.02 - WRITTEN NOTICE

An employee desiring to use one of his/her earned personal days shall give written notice of his/her intention at least forty-eight (48) hours in advance of the date on which he/she wishes to be absent from his/her employment. This written notice shall be delivered to the department head no later than the time specified above.

15.03 - UTILIZATION

Utilization shall be subject to the discretion of the department head which discretion shall not be unreasonably exercised. However, except in the case of shift employees, the department head shall have reasonable basis for denial of personal leave in emergencies, or when the use thereof by an employee would require the City to incur overtime expense to replace the requesting employee.

15.04 - EXTENSION OF VACATION OR HOLIDAY

Personal days shall not be used to extend vacations or holidays unless and on condition that permission of the department head has been received.

15.05 - CONSECUTIVE USE

Personal days shall not be used consecutively unless and on condition that permission of the department head has been received.

ARTICLE XVI - SICK LEAVE

16.01 - CURRENT ACCUMULATION

The employee's frozen sick leave bank, as established on July 1, 1984, will remain available for use by the employee during his/her employment and for payout as herein provided. Sick leave earned and retained as outlined below, will be added to the employee's storage leave bank. There shall be no payout upon termination from the storage bank.

16.02 - SICK LEAVE CREDIT & ACCUMULATION

From and after July 1, 1996, each employee shall be eligible to earn eight (8) hours per month sick leave for a total of ninety-six (96) hours per year. During the fiscal year, employees shall be allowed a twelve (12) day draw against their projected accumulation, for use as a sickness may arise, during that fiscal year. For those employees who terminate the employment relationship between the employee and the City prior to the end of the fiscal year, any unearned, but used sick leave hours shall be reimbursed by the employee to the City, through a deduction from the last paycheck or termination payout received by the employee. Employees shall not be eligible to accrue, utilize or receive credit for any sick leave benefits while on layoff, non work related disability leave outlined in Article 16.04, or an unpaid leave of absence of thirty (30) consecutive calendar days or more. Sick leave hours will be used first from the usable bank, then the storage bank, then the frozen bank, if available.

16.03 - ANNUAL DISTRIBUTION & ACCOUNTING

At the end of each fiscal year, the amount which an employee has not used of his/her annual, accrued sick leave hours shall be totaled and segregated. Of the segregated total, twenty-five (25%) percent of such hours shall be payable to the employee as a "bonus" and seventy-five (75%) percent of such hours shall be placed in the storage bank for further use in the event of extended illness. There would be no payout upon an employee's separation from City employment from the storage sick leave bank. The bonus, as provided for above, shall be payable at the current applicable hourly rate by December 1st of each year following the fiscal year in which it is earned.

16.04 - DISABILITY

The City shall provide each employee a two (2) year ninety (90) calendar day deductible long term disability policy (twenty-one months of disability plus the ninety calendar day deductible), guaranteeing to the employee 66 2/3% of his or her gross monthly wages (base hourly rate and longevity pay and shift

differential, if applicable). In order to satisfy the deductible portion of the policy, the employee would be allowed to utilize their accrued sick leave benefits and, if necessary, other paid leave including vacation, personal days, accrued holidays and compensatory time. Benefits, except for seniority and insurance, will be frozen from the date the paid leave expires, or ninety (90) calendar days, whichever first occurs. The employee will continue to receive disability payments until it is determined the employee is capable of returning to work, up to a maximum of twenty-one (21) months. The specific terms and conditions of the disability coverage shall be outlined in writing by the City's insurance carrier. The City shall have the right to substitute a comparable policy or program with the approval of the employee's bargaining representatives, which approval shall not be unreasonably withheld.

Upon exhaustion of the disability period at the end of two (2) years, which includes the ninety (90) calendar day deductible period, an employee shall then be laid off. All accumulated benefits, except for payout from the frozen sick leave bank, shall be paid to the employee on the date the employee is laid off. An employee shall receive their frozen sick leave payout, if any, on the date they are removed from the layoff list or upon their resignation or termination from City employment.

16.05 - PROBATION - ACCRUAL & UTILIZATION

During the period of probation, as defined and provided for in this Agreement, employees shall accrue sick leave benefit hours, but shall be ineligible to utilize sick leave benefit hours until after the completion of their probationary period.

16.06 - USE OF SICK LEAVE CREDIT

An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours at his/her regular hourly rate of pay. In the event that medical and dental appointments must be scheduled during working hours, sick leave shall be charged in one-half ($\frac{1}{2}$) hour increments, with a minimum of one-half ($\frac{1}{2}$) hour taken; however, an employee may request to elect to work through his/her lunch hour or break-time on the same day for time lost for said appointments.

An employee who requests to make-up this appointment shall make such request to his/her department head two (2) days prior to the date of the appointment unless the appointment is of an emergency nature. Such request shall not be unreasonably denied.

16.07 - INJURY DEFINED

Injury shall be defined as any disablement rendering the employee unable to perform his/her usual occupational duties as certified by a physician designated by the City. Such disablement need not require confinement to hospital, bed or home.

16.08 - EXCLUSION OF DUTY-CONNECTED INJURIES

Any absence resulting from a duty-connected injury shall not in any manner be charged to an employee's sick leave accumulation for that year, or to his/her accumulated reserve of sick leave. In such instances, he/she shall be paid his/her compensation as though such absences had not occurred. Workers compensation benefits available and/or paid directly to an employee shall be the employee's total entitlement to compensation from the City.

16.09 - ILLNESS WHILE ON DUTY

An employee who becomes ill while on duty and is unable to continue his/her tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, he/she shall be required to utilize his/her accumulated sick leave.

16.10 - EXTENSION OR USE OF OTHER AVAILABLE BENEFITS FOR SICKNESS/INJURY

During any absence other than duty-connected, an employee may use his/her earned vacation time, after all accumulated sick time is used. After all time is used, the City, with the employee's consent, may utilize the employee elsewhere until the employee is able to return to his/her regular duty.

Thirty (30) days after exhaustion of sick leave and usable benefits, the other benefits available under this agreement shall be frozen and/or suspended when an employee goes on an unpaid leave of absence.

16.11 - SICK LEAVE PAYOUT UPON QUALIFIED TERMINATION OF EMPLOYMENT

For sick leave hours accumulated, as adjusted in 16.01 above, prior to July 1, 1984, and not used by the employee prior to termination or employment with the City, the qualified employee shall be eligible for a payout as hereafter provided:

A. After Five (5) Years

Upon termination of employment, except for discharge for cause, following appropriate adjudication, any employee with a minimum of five (5) years of service shall receive, in cash remuneration, a sum equal to fifty percent (50%) of the sick leave accumulation adjusted as provided for herein.

B. After Fifteen (15) Years

Upon termination of employment, except for discharge for cause following appropriate adjudication, any employee with a minimum of fifteen (15) years of service shall receive, in cash remuneration, a sum equal to sixty percent (60%) of the sick leave accumulation as adjusted for herein.

However, an employee may elect, at his/her option, in lieu of the total lump sum payout provided for above, to take fifty percent (50%) up to a maximum of sixty (60) days of the amount calculated above to extend his/her actual termination date beyond the employee's departure date. During this period, the employee would continue to receive his/her appropriate payroll checks as though his/her employment was continued to the extended termination date. However, the accrual or earning of all benefits, except post-termination benefits, would terminate as of the employee's actual departure date.

C. Annuitize Frozen Sick Leave Hours

In lieu of the lump sum payout of frozen sick leave outlined in Sub Sections A & B an individual with a minimum of eight hundred (800) hours of frozen sick leave may, upon a voluntary termination of his/her employment or retirement, select one (1) of the two (2) options outlined below. The selection of one(1) of these options must be made by the employee at least thirty (30) calendar days prior to the employee's date of retirement or termination and such decision shall be **irrevocable**. The payment of frozen sick leave will be based on the employee's rate of pay at the time of retirement or termination, regardless of the option chosen.

Option #1

An employee may receive an initial lump sum payout of twenty-five percent (25%) of the appropriate number of frozen sick leave hours and choose to annuitize the remainder in equal payments, over a period of five (5) years;

or

Option #2

An employee may choose to annuitize, over a period of five (5) years, the entire amount of sick leave hours that are available, for payout, to the employee.

An employee selecting a lump sum payment as outlined in Sub Sections A & B or the twenty-five percent (25%) lump sum payment as outlined in Option #1 may either receive the lump sum payout upon leaving employment or defer payment of the lump sum payout until the second (2nd) pay period in January of the calendar year following the employee's date of retirement or termination. The election of when to receive the lump sum payment must be made by the employee at least thirty (30) calendar days prior to the employee's last day of employment and such decision shall be irrevocable. All lump sum payments, regardless of when paid, shall be interest free.

An employee selecting either Option #1 or Option #2 shall receive the same percentage of total sick leave hours paid out, based on years of service, as outlined in Sub Sections A & B.

An employee electing to annuitize their frozen sick leave payout under either Option #1 or Option #2 must, prior to the actual date of retirement or termination, select either a monthly, quarterly or annual payment schedule. The initial payment, dependent upon the payment schedule selected, shall be made as follows: either at the end of the first full month following retirement or termination and each month thereafter; at the end of the first full quarter following retirement or termination and at the end of each full quarter thereafter; or within one (1) month from the date of retirement or termination and each year thereafter. The payment schedule selected cannot be altered after the payments commence. Under both options the first payment that an employee receives shall be without interest. Thereafter, the employee shall receive equal installments based on the interest rate established and the payment schedule selected.

The interest rate to be received by the individual shall be the interest rate paid by the City in the most recent general obligation bond sale held prior to the employee's actual date of retirement or termination for maturities of five (5) years. Once established, the interest rate for each employee will not be altered during the life of the payments.

Each employee shall be required to sign an agreement outlining the payment schedule and acknowledging the interest rate established. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary. The beneficiary, following the death of the retiree, will have thirty (30) calendar days to select either continuing payments or a lump sum payment. Failure to make a selection will result in the processing of the remaining available sick leave hours in the form of a lump sum payment.

An employee whose employment is terminated by the City shall not be eligible for either Option #1 or Option #2 and shall receive a lump sum payout of the frozen sick leave as outlined in Sub Sections A & B.

D. In addition to the lump sum payment option and the annuitization option available to the employee at the time of resignation, termination or retirement, an employee still employed by the City will have, effective December 1, 2002, the following available options for payment of the frozen sick leave hours.

1. Effective each December 1 through December 15 during the term of this Agreement, an employee may elect to convert the sixty percent (60%) payable portion of their frozen sick leave bank to compensatory time, so long as the hours converted do not exceed the two hundred forty (240) hours allowed in the compensatory bank. The conversion of frozen sick leave hours to compensatory time is a one (1) time selection. An employee who selects this option and has less than one hundred (100) frozen sick leave hours remaining may request to have the sixty percent (60%) of the remainder paid out as soon as administratively possible and the forty percent (40%) placed in the storage bank. An employee who has more than one hundred (100) hours of frozen sick leave shall have these remaining hours paid out at the time of resignation, termination or retirement as outlined in Article 16.11(A)(B)(C) and Article 16.03. The forty percent (40%) non-payable portion of the frozen sick leave hours will be placed in the employee's sick leave storage bank and will be available for use, but will not be eligible for a payout as outlined in Article 16.03.
2. Effective each December 1 through December 15 during the term of this Agreement, an employee who has six hundred (600) hours or more in their frozen sick leave bank may elect to receive the sixty percent (60%) payable portion of their frozen sick leave hours in one hundred four (104) equal installments to be paid out over a period of four (4) years starting with the first (1st) full pay period occurring in July of the following calendar year. The employee will receive these payments, as a miscellaneous adjustment to the employee's regular paycheck at the rate of pay that the employee is receiving at the time the employee elects this option. The payments will be subject to Federal and State taxes. Once an employee selects this option, it is irrevocable and he/she must continue with the series of payments until they are completed. If the employee resigns, terminates employment or retires prior to the last payment, the remaining hours will be paid out in a lump sum payment. The forty percent (40%) non-payable portion of the frozen sick leave hours will be placed in the employee's sick leave storage bank and will be available for use, but will not be eligible for a payout as outlined in Article 16.03.

Example of Conversion of Frozen Sick Leave Bank

1000 hours of frozen sick leave
X 60% payable
600 hours

Six hundred (600) hours divided by one hundred four (104) pay periods is equal to 5.77 hours payable per pay period at the employee's rate of pay at the time this option is selected.

Effective immediately, an employee who has formally declare, in writing, his or her intention to retire, may elect a biweekly payout option of his or her frozen sick leave, while still employed. In order to be eligible for this option, the employee's retirement must take place within the same fiscal year as the written notice of intent to retire. The hours to be paid biweekly will be calculated by reducing the frozen sick leave by sixty percent (60%). This hourly total will then be divided by the number of pay periods that will occur between the employee's written declaration of intent to retire and the actual date of retirement and the hours multiplied times the employee's hourly rate of pay at the time the employee declared his/her intention to retire to determine the amount to be received biweekly. The employee shall continue to receive the biweekly payment through the pay date that includes the date the employee selected in his/her written declaration of intent to retire. The payments will be made at the same pay rate the employee was receiving at the time he/she declared.

16.12 - PRORATE FOR PART TIME RETURN

For ill or injured employees who return to work part time, initially, all benefits payable or accruable under this Agreement shall be prorated on the same basis as the employee's part time hours bear to full time employment, unless the employee uses accumulated/earned benefits so as to equate to full time service and, therefore, full time benefits. (See 16.09 above.)

16.13 - VERIFICATION

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City shall, after warning, have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick leave benefits, or in the alternative, the right to demand the employee submit to a physician of the City's choice for examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense.

16.14 - PENALTY FOR ABUSE

Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action which shall include, but is not limited to, termination of employment, suspension from employment, forfeiture of sick leave benefits and reimbursement for sums paid by the City for sick leave benefits previous to the discovery of the abuse. An employee found guilty of abusing sick leave provisions contained in this Agreement shall also be subject to disciplinary action by the Union.

ARTICLE XVII - LEAVES OF ABSENCE

17.01 - FUNERAL LEAVE

The City agrees that an employee who suffers the death of a member of his/her immediate family shall be entitled to the following:

A. **Paid Funeral Leave**

In the event of a death of an employee's parent, spouse, child, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, stepchild, grandparent, grandchild, stepfather,

stepmother, stepbrother or stepsister, an employee will be allowed four (4) days funeral leave with pay, if the leave occurs during scheduled workdays. The Department Head prior to granting payment for such leave may require acceptable proof of the funeral, the employee's attendance, and relationship. The employee shall return to work the day following the funeral. In addition, an employee shall be eligible to receive up to eight (8) hours of paid leave to attend the funeral of an employee's aunt, uncle, spouse's grandparents, son-in-law, or daughter-in-law, as long as the funeral occurs on a regularly scheduled workday.

B. Additional Leave

In addition, the department head, may grant up to a total of ten (10) days total leave with or without pay for any one funeral attended. If the employee selects paid leave, additional leave shall be charged to and deducted from the employee's accumulated and unused vacation, personal days or compensatory time.

C. Fellow Department Employee

Employees of a department, in which a regular employee dies, shall be allowed one-half (1/2) day off, with pay, to attend the fellow employee's funeral, except in cases of emergency where it is necessary to maintain an appropriate level of City services as determined by the head of the department.

D. Funeral Leave for a Retired Employee

An employee under this Bargaining Contract shall be allowed to attend the funeral of a retired departmental employee with the following stipulations: (1) the employee requesting the leave must have worked in the same department during the same time period or portion thereof as the deceased retiree; (2) the employee requesting the leave shall be allowed up to four (4) hours to attend the funeral; (3) the request may be denied by the head of the department in cases of emergency or when it is necessary to maintain an appropriate number of employees to maintain the level of service.

E. Notice

Employees intending to utilize funeral leave, as above provided, shall give notice of such intention to the City as soon as reasonably possible after the decision is made to do so. Failure to give such notice shall relieve the City of any responsibility to compensate the employee during his/her absence.

17.02 - JURY DUTY

During an absence for the performance of jury duty, an employee shall be paid at his/her regular rate of pay for eight (8) hours. Any compensation for mileage, parking and jury pay earned by them for service as a juror in Black Hawk County shall be turned back to the City of Waterloo. Jury panel members will return to work at the time they are released by the judge. However, jurors selected for a case shall be excused for any day in which they are in attendance on a case. Such time off shall be counted as time on duty for purpose of seniority.

17.03 - RELIGIOUS LEAVE

Any employee whose religious affiliation requires the observance of holidays, other than those scheduled in this Agreement, shall be excused from his/her employment for the observance of such holiday without pay.

17.04 - MATERNITY LEAVE

Upon written request to the department head, employees shall be entitled to maternity leave on the following bases:

- A. Duration
The employee's physician shall determine when maternity leave shall commence. Under normal circumstances, an employee will be expected to return to work six (6) weeks after delivery. However, the employee's return to work shall be based on the attending physician's certification of the employee's medical status.
- B. Utilization of Sick Leave and Other Paid Leave
An employee shall utilize accrued sick leave benefits while on maternity leave. Upon exhaustion of sick leave benefits, during the maternity leave, an employee may utilize other paid leave (vacation, personal days, compensatory time). An employee may, after being released by her physician to return to work, request an extended unpaid leave of absence or extended paid leave chargeable to vacation, personal time or compensatory time, as outlined in Article 17.06.

17.05 - MILITARY LEAVE

In the case of military leave, regular full time and regular part time employees shall be accorded all rights as are prescribed by the Military Code, Code of Iowa. In such event, the employee must present a statement to the Employer after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank; and
- F. The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and report promptly after completion of military service shall subject the affected employee to loss of benefits which may have accrued to him/her under this Agreement during his/her absence, and to a loss of entitlement to pay during the periods of time between his/her termination of service and his/her attempted return to work for the City. Further, the employee, upon prompt filing of the Application for Reinstatement (within thirty (30) days of his/her discharge from the Armed Forces) shall be entitled to exercise his/her right of seniority with respect to employment opportunities which may arise within the City's organization.

17.06 - EXTENDED UNPAID LEAVE OF ABSENCE

An extended unpaid leave of absence may be granted by the City to an employee on the following terms and conditions:

- A. Good Cause
Unpaid absence by an employee for an extended period of time, beyond those previously provided for in this Article, may be granted by the City at its sole discretion, and for good cause shown. An unpaid leave of absence to work another job is prohibited.

B. Notice and Time Limitation

In the event an employee desires to secure an extended unpaid leave, he/she shall notify the City of such a request, in writing, which request shall be sufficient if forwarded to the City. The City shall respond to the employee's request, in written form, which response shall contain a time limitation. The time so specified cannot be extended beyond the current contract year unless otherwise agreed by the parties, and shall in no event extend beyond a period of one (1) year from the date of the original application for such leave.

C. Termination

Should an employee fail to so apply, or to return to his/her employment responsibilities at the time specified by the parties, he/she shall be deemed to have terminated his/her employment and shall further forfeit any and all benefits which may have accrued to him/her, and to which he/she may be entitled under this Agreement.

D. Benefits

No benefits shall accrue or be accumulated by an employee on an extended unpaid leave of absence under this Agreement; however, the employee on such leave of absence shall have the option to continue insurance benefits, at the employee's expense by making satisfactory arrangements with the City prior to taking the extended leave of absence as provided for herein. Seniority for a leave of absence shall be handled as outlined in Chapter 400 of the Code of Iowa.

ARTICLE XVIII - INSURANCE

18.01 - MEDICAL/DENTAL/PRESCRIPTION INSURANCE

The City shall offer, for employees covered by this Agreement, and his/her dependents, as determined by the insurance carriers, basic medical coverage in a comprehensive major medical format. Coverage is to include inpatient hospitalization, inpatient physician services and outpatient, dental and a drug prescription plan. Specific plan provisions are described in a separate agreement incorporated by reference to this Agreement. For purposes of this Agreement, the medical plan shall be Alternative #3 and the prescription drug plan shall be Alternative #1, as set forth in the plan summary document dated 1/31/06 developed by the City's insurance consultant.

18.02 - Employee Participation/Contribution

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below, to be paid by automatic payroll deduction:

		<u>Single</u>	<u>Family</u>
July 1, 2006	5.0%	\$15	\$25
July 1, 2007	5.0%	\$20	\$30
July 1, 2008	5.0%	\$25	\$35

The foregoing is contingent on the Union's review of the alternative medical plan #3 and alternative prescription drug plan #1, as set forth on the plan summary dated 1/31/06.

18.03 - SECTION 125 OPTION

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, at their option, may elect to set aside a portion of their wages, pre-tax, to be used to pay their incurred medical and child care expenses, only, during the Calendar Year. Any amounts set aside, but not used for these purposes, shall be forfeited.

18.04 - POLICY SUBSTITUTION

The City shall, however, at any time, have the right to substitute a comparable policy or program, with the approval of the employee's bargaining representative, which approval shall not be unreasonably withheld.

18.05 - LIFE INSURANCE

The City hereby agrees to furnish and/or provide at no cost to the employee, life insurance coverage in the amount of twenty thousand dollars (\$20,000.00). In addition, the policies shall allow individual employees the opportunity to purchase, at their own expense, additional term life insurance, upon approval by the insurance company. The additional insurance may be purchased in increments of one thousand dollars (\$1,000.00) up to a maximum equal to each employee's salary rounded to the nearest thousand at the basic premium rate. Such insurance shall be offered in July and December, at which time an employee may make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

18.06 - COBRA

The City will extend current insurance benefits, at the individual's cost, as stipulated by the COBRA Legislation and outlined through City Policy.

18.07 - NEW EMPLOYEE COVERAGE

New employees will not be provided paid insurance coverage for the first one hundred twenty (120) days of employment. The employee may purchase a single or family policy with health coverage and prescription coverage at a cost comparable to COBRA premiums. The employee will bear the full cost of this insurance until the expiration of the one hundred twenty (120) day probationary period.

ARTICLE XIX - SAFETY EQUIPMENT

Any safety equipment, clothing or other safety devices required by the City, State or Federal government, shall be furnished by the City at no cost to the employee, except as hereafter provided.

19.01 - SAFETY GLASSES

The City, in the event the employee shall require prescription safety glasses, shall be responsible for the cost of such glasses as is related to the safety portion only.

19.02 - SAFETY SHOES

Employees, who are required to wear safety shoes/boots, shall be entitled to receive reimbursement at the rate of thirty-five dollars (\$35.00) per contract year upon presentation of proof of purchase.

19.03 - UNIFORMS

Whenever the City requires an employee to wear a designated uniform, the City shall purchase the initial uniforms and replace the uniforms when necessary.

ARTICLE XX - MISCELLANEOUS

20.01 – THREE (3) YEAR TERM

This Agreement shall be in full force and effect from and after July 1, 2006 to and including June 30, 2009, and shall continue in full force and effect from year to year thereafter unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend or terminate the same.

20.02 - AGREEMENT REOPENER

This contractual Agreement shall reopen for negotiations and agreement on the subjects of wages, for the Contract Year beginning July 1, 2009.

20.03 - MAINTENANCE OF STANDARDS

Except to the extent expressly modified or governed by the terms of this Agreement, the level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at the present level during the term of this Agreement:

- A. Wages
- B. Hours
- C. Vacation
- D. Insurance
- E. Holidays
- F. Leaves of Absence
- G. Shift Differential
- H. Overtime Compensation
- I. Supplemental Pay
- J. Seniority
- K. Transfer Procedure
- L. Job Classifications
- M. Health and Safety Matters
- N. Evaluation Procedures
- O. Procedures for Staff Reductions
- P. In-Service Training

Any alteration by the City during the term of this Agreement of any of the above-enumerated benefits not provided for in this Agreement shall be subject to consent of the Union and/or the affected employee, which consent shall not be unreasonably withheld. The City shall give written notice of any proposed change to the Union and any affected employee. Thereafter, the terms and provisions of Article VIII-Grievance Procedure shall control.

20.04 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendum thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any tribunal, the remainder of this Agreement, and all Addenda thereto, shall not be affected thereby, and the remainder of this Agreement, and any Addendum attached thereto, shall remain in full force and effect for the life of this Agreement.

20.05 - WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any City representative or any individual employee or group of employees unless such Agreement is made with the full knowledge and sanction by the City and the Union. Further, any such unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions therein.

20.06 - BONDS

Should the City require any employee to give a bond, a cash bond shall not be compulsory and any premium for any purchased bond shall be paid by the City.

20.07 - COMPENSATION CLAIMS

The City agrees to exert all reasonable efforts to obtain prompt payment of injury compensation claims by and through its compensation insurance carrier.

20.08 - PERFORMANCE EVALUATION

A. Use and Purpose

It is agreed that employee performance evaluations shall be used for the purposes of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in designated areas of substandard performance. The evaluation may be used as a reference source when reviewing employee performance for purposes of promotional appointments and disciplinary action. Except in the case of a probationary employee, the performance evaluation shall be treated as a confidential document. As such, only the following individuals shall have access to the evaluation unless written permission has been granted by the employee:

1. Employee being evaluated
2. Employee's Department Head and Assistant Department Head.
3. Supervisor completing the evaluation.
4. Administrative secretary to the employee's Department Head.
5. Human Resources Department staff.
6. City Attorney and/or Assistant City Attorney.

B. The parties agree that any evaluation appraisal system used by the City shall be carried out in a uniform manner. The attached Performance Evaluation shall be used for all employees covered by this Contract. The following are the provisions of this system:

1. Each department head shall provide an annual evaluation of all permanent employees in his/her department. Evaluation will be done on the employee's anniversary date of the position they hold currently. The responsibility to schedule evaluations is that of the department head. This evaluation shall be completed by the employee's immediate non-bargaining supervisor and shall include a discussion with the employee for the purposes of determining goals and evaluating progress toward better performance and personal development.
2. Each employee shall be given a copy of the completed evaluation form prepared by his/her supervisor regarding his/her performance during the past year.

3. The evaluation report shall be signed by the employee and a copy retained by the department head and a copy forwarded to the Human Resource Department for inclusion in the employee's personnel file.
4. In the event an employee disagrees with his/her performance evaluation rating, he/she may so indicate in the space provided. An employee receiving a rating on a factor of below satisfactory may request a written statement from the evaluator substantiating those areas of the factor where the employee has been found to be unsatisfactory. In addition, the employee shall be re-evaluated after a six (6) month period of time on the factor in question. If the rating on the re-evaluation is satisfactory or above, the first evaluation form shall be attached to the re-evaluation form and placed in the employee's personnel file. If the employee's rating has not improved during the re-evaluation, both evaluation forms shall remain in the personnel file and the employee shall have the right to file a grievance concerning the re-evaluation rating on the unsatisfactory factor or any other aspects of this procedure which the employee feels has been violated.

20.09 – INCLEMENT WEATHER

In the event of inclement weather that prevents an employee from reporting to work, the employee shall be allowed to use any accumulated, compensated leave time other than sick leave. If no such leave time is available, the employee may take the time off without pay.

EXECUTED THIS _____ DAY OF _____, 2006

CITY OF WATERLOO

BY

MAYOR

BY

HUMAN RESOURCES DIRECTOR

Chauffeurs, Teamsters & Helpers Local Union, No.238, an Affiliate of the International Brotherhood of Teamsters.

BY

SECRETARY/TREASURER

BY

BUSINESS REPRESENTATIVE

TEAMSTERS EXHIBIT A

WAGE SCHEDULE

CLASSIFICATION	7/1/06 (3.0%)	7/1/07 (3.5%)	7/1/08 (4.0%)
Clerk I	\$15.27	\$15.80	\$16.43
Clerk II	\$16.12	\$16.68	\$17.35
Secretary	\$16.12	\$16.68	\$17.35
Special Projects Technician	\$15.97	\$16.53	\$17.19
Police Property/Evidence Technician	\$16.24	\$16.81	\$17.48
Parts & Supply Inventory Clerk	\$16.24	\$16.81	\$17.48
Parking Enforcement Officer	\$14.39	\$14.89	\$15.49